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Common Carrier—Insanity—Remote Cause.—Haile's Curator v. Texas & P. R. R. Co., 60 Fed. Rep. 557. Where a person in a debilitated physical condition became insane from the shock and excitement of a railroad accident caused by the negligence of the company, it was held, that insanity, being a mental disease, could not have been anticipated or reasonably foreseen so as to make it the natural and proximate result of their negligence.

Conspiracy—Injury to Business—Remedies—Damage—Injunction.—Jackson et al. v. Stanfield et al., 36 N. E. Rep. 345 (Ind.). "The Retail Lumber Dealers' Association of Indiana," by its by-laws gave an active member a claim against a wholesale dealer for selling to a person not a "regular dealer" in such member's community, provided for a hearing of the claim by a committee, and required members to refuse to patronize a wholesale dealer who ignored the committee's decision. The plaintiff, who was not a "regular dealer," underbid the defendant on a contract, but the wholesale dealer refused to sell to him, and he was obliged to abandon the contract, because the defendant, an active member of the association, had previously enforced a claim against a wholesale dealer who had sold to the plaintiff, and expressed an intention of continuing to enforce such claims. The court held that the defendant was liable for the amount the plaintiff lost by abandoning his contract, and would be perpetually enjoined from making a claim under the by-laws of the association against any person who sold to the plaintiff.

Contracts—Restraint of Trade—Monopoly—Corporations—Organization in Another State.—Oakdale Manufacturing Co. et al. v. Garst, 28 Atl. Rep. 975 (R. I.). A contract by which three or four companies in New England engage in the manufacture of oleomargarine, consolidate as a corporation, partly for the purpose of stopping the sharp competition between them, and agree that none of them shall engage separately in the business for five years, is not invalid as constituting a monopoly. The test of the reasonableness of the restrictive covenant is the test of validity in contracts of this kind. The test is to be applied according to the circumstances of the contract, and is not to be arbitrarily limited by boundaries of time and space. The rule, now generally received, has been recognized in this State that contracts in restraint of trade are not necessarily void, by reason of universality of time, nor of space; but they depend upon the reasonableness of the restrictions under the conditions of each case.